

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 121	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00178-04-R-2002		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 20 Nov 03	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY CODE N00178		8. ADDRESS OFFER TO (If other than Item 7) See Item 7			
Naval Surface Warfare Center, Dahlgren Division Attn: XDS12 (Bld 183 Rm 104) (XDS12@NSWC.NAVY.MIL) 17320 Dahlgren Road, Dahlgren VA 22448-5100 Tel: (540) 653-7942, FAX: (540) 653-4089							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

SOLICITATION

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 18, NSWC Dahlgren until 11 a.m local time 22 Dec 2003
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME XDS12	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 540	NUMBER 653-7942	EXT. xds12@nswc.navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
(See Section I, Clause No. 52-232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr2000.com/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

- FAR 52.212-4
- FAR 52.213-2
- FAR 52.232-25
- NAPS 5252.232-9000
- NAPS 5252.232-9001
- NAPS 5252.232-9002
- NAPS 5252.232-9003

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “submit to” address is designated in one of the clauses listed above, submit the original and three copies of each invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original and three copies of each invoice to the address shown below. In addition, submit one copy of each invoice to the contract specialist at the issuing office address shown on the face of the document:

For NSWCDL -- accounting line 97X4930.NH1E 000 77777 0 000178 2F 000000 [12 Digit Job Order Number]:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
ATTN: CODE XDM24I / VENDOR PAY
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Base Year, 2/29/04-2/28/05</p> <p>CPFF</p> <p>Systems Test and Technical Support Services. The Contractor shall provide Systems Test and Technical Support Services in accordance with Section C, Statement of Work.</p> <p>FOB: Destination</p>	1	Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Base Year, 2/29/04-2/28/05</p> <p>CPFF</p> <p>Data. The Contractor shall provide Data as required by the contract as specified in DD Form 1423, Contract Data Requirements Lists.</p> <p>FOB: Destination</p>	1	Lot	Not	Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot		

Option I, 3/1/05-2/28/06

CPFF

Systems Test and Technical Support Services. The Contractor shall provide Systems Test and Technical Support Services in accordance with Section C, Statement of Work.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot	Not Separately Priced	

Option I, 3/1/05-2/28/06

CPFF

Data. The Contractor shall provide Data as required by the contract as specified in DD Form 1423, Contract Data Requirements Lists.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot		

Option II, 3/1/06-2/28/07

CPFF

Systems Test and Technical Support Services. The Contractor shall provide Systems Test and Technical Support Services in accordance with Section C, Statement of Work.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot	Not Separately Priced	

Option II, 3/1/06-2/28/07

CPFF

Data. The Contractor shall provide Data as required by the contract as specified in DD Form 1423, Contract Data Requirements Lists.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Lot		

Option III, 3/1/07-2/29/08

CPFF

Systems Test and Technical Support Services. The Contractor shall provide Systems Test and Technical Support Services in accordance with Section C, Statement of Work.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Lot	Not Separately Priced	

Option III, 3/1/07-2/29/08

CPFF

Data. The Contractor shall provide Data as required by the contract as specified in DD Form 1423, Contract Data Requirements Lists.

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Lot		

Option IV, 3/1/08-2/28/09

CPFF

Systems Test and Technical Support Services. The Contractor shall provide Systems Test and Technical Support Services in accordance with Section C, Statement of Work.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Lot	Not Separately Priced	

Option IV, 3/1/08-2/28/09

CPFF

Data. The Contractor shall provide Data as required by the contract as specified in DD Form 1423, Contract Data Requirements Lists.

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT**ADDITIONAL CLINS FOR FMS SUPPORT**

The Government will add CLINs to segregate Foreign Military Sales (FMS) support. These CLINs will allocate level of effort, estimated cost and fixed fee to specific FMS countries. These modifications will be issued unilaterally by the Government and will not change the overall level of effort, estimated cost or fixed fee of the contract.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1. INTRODUCTION

The Naval Surface Warfare Center Dahlgren Division (NSWCDD) is a Systems Test Team Member for various strike systems including the Tomahawk Weapons Control System (TWCS), the Advanced Tomahawk Weapons Control System (ATWCS), the Tactical Tomahawk Weapons Control System (TTWCS), and other related software and support tools and test simulations. The purpose of this acquisition is to provide systems test and technical support services to the NSWCDD Strategic and Strike Systems Department in support of Strike Weapons Systems.

C.2. SCOPE

The systems test and technical support services included in this acquisition will include, but not be limited to, the establishment of a test approach, the development of test specifications, the conduct of test operations, the analyses of collected test data and test coverage, the conduct of special tests for system safety, communication systems interface testing and the development of laboratory training materials. The acquisition applies to all current and future versions of the Tomahawk Weapons Control System (TWCS), the Advanced Tomahawk Weapons Control System (ATWCS) including both United States (US) and Foreign Military Sales (FMS) configurations, the Tactical Tomahawk Weapons Control System (TTWCS) including both the US and FMS configurations, as well as to all associated support tools and test simulations. It also includes support of other related strike weapons systems and to any future efforts requiring systems test expertise for testing of software products in a distributed, networked host environment using state-of-the-art technology similar to that employed in the ATWCS and TTWCS.

All work performed under this acquisition shall be performed following NSWCDD plans, standards, policies, and processes. The contractor shall generate plans for specific tasking consistent with the government's master schedule for product development to include scoping of the task, schedule development and preparation of workload estimates. The contractor's activities must be consistent with established NSWCDD procedures and must conform to the systems test environment and standards stipulated herein including all updates, improvements, and additions to these process documents made over the life of the contract. All test documentation shall be developed within the software environment specified by the government to include use of specific development tools such as Dynamic Object Oriented Requirements System (DOORS) (requirements traceability and management tool), Microsoft Office toolset, and other specific tools and environments as stipulated in the documentation herein. Deviations from these processes, policies and procedures are not authorized without advance approval by the Contracting Officer's Representative (COR).

C.2.1. APPLICABLE SYSTEM ELEMENTS

The Tomahawk Weapons Control Systems (TWCS), the Advanced TWCS (ATWCS), and the Tactical TWCS (TTWCS) software elements applicable to this acquisition shall include, but shall not be limited to, the following operational and support programs:

- TWCS (Baseline system utilizing ROLM 1666 tactical computers)
- ATWCS (Advanced system utilizing TAC III/IV computers and HP-UX operating systems)
- TTWCS (Tactical system utilizing HP744 VME computers and HP-UX Operating Systems)
- TOMAHAWK Weapons System Tactical Equipment
 - TTWS Communication System (TCOMMS)
 - Personal Computer – Mission Distribution System (PC-MDS)
- Support Tools and Test Simulations
 - Vertical Launch System (VLS) Wrap-Around Simulation Program (WASP): (ROLM-based for TWCS and UNIX-based for ATWCS)
 - NATO SINS Simulation
 - Weapons Control Module (WCM) Simulation
 - Guidance Test Set (GTS)
 - Ship/Submarine Environment and Missile Simulation (SEMS)

C.3. TECHNICAL REQUIREMENTS

C.3.1. SYSTEM TEST ANALYSIS

The contractor shall perform system test analysis in support of systems identified in Section C.2.1 including requirements analysis, software problem and discrepancy documentation and resolution verification, enhancement assessment, and implementation analysis.

C.3.1.1. The contractor shall provide engineering support required to review, assess, and analyze all levels of Weapons System documentation to identify and define system test requirements. Documentation to be reviewed includes but is not limited to system and software requirements and specifications, test plans and procedures, test results, logistics training documentation, and change proposals. As necessary, the contractor shall write and evaluate Software Trouble Reports (STRs), Problem Reports (PRs), Anomaly Reports (ARs), and Change Requests (CRs) with respect to the system or software element under test or evaluation.

C.3.1.2. The contractor shall evaluate STRs, PRs, ARs, and CRs by providing an assessment of the problem definition, correction, and effects on other system components as defined by the NSWCDD Tomahawk WCS Anomaly Review Board (ARB), Tomahawk Review Board (TRB), and the TTWCS Review Board processes. STRs, PRs, ARs, CRs and their assessments are to be entered into the appropriate STR-PR-CR database.

C.3.2. SYSTEM TESTING

The contractor shall provide the engineering support defined in the following sections in order to demonstrate the performance of the system under test.

C.3.2.1. SYSTEM LEVEL TEST PLAN

The contractor shall develop Test Plans (DI-IPSC-81438A, CDRL A004) to cover system level test activities. The contractor shall update the Test Plans to incorporate changes due to the maintenance builds.

C.3.2.2. SYSTEM LEVEL TEST ASSESSMENT

The contractor shall review applicable requirements documents and shall provide a written assessment (DI-MISC-80508A, CDRL A005) of the test effort (types and numbers of tests, schedules, etc.) required for testing. The contractor shall prepare a Test Assessment for each future upgrade that includes an assessment of the impact on test related documentation.

C.3.2.3. SYSTEM LEVEL TEST PROCEDURES

The contractor shall develop Test Procedures (DI-NDTI-80603, CDRL A006) to verify the performance of system requirements for system level tests. The contractor shall develop Test Procedures for regression tests, for maintenance builds, and for special tests that may be required to investigate specific problems or to evaluate solutions. Existing test procedure materials shall be modified and/or incorporated with new test materials as appropriate into the new document. The contractor shall validate the test procedures by a procedure checkout using the Land Attack Systems Integration Laboratory and/or quality assurance analysis. The validated test procedures shall be provided before the execution of the tests. The contractor shall update the Test Procedure document to incorporate changes resulting from testing experiences, regression testing, maintenance builds and any special tests.

C.3.2.4. SYSTEM LEVEL TESTS

The contractor shall conduct the tests (formal build, regression, maintenance build, special) for the system under test in accordance with applicable Test Procedures. The contractor shall provide the test conductor, operators, analysts, etc., as required to successfully conduct the tests.

The Government will provide a Test Director and provide for the scheduling and maintenance of the test site at the Land Attack Systems Integration Laboratory.

Records for each test will be maintained daily in the lab using the electronic means provided by NSWCCD.

C.3.2.5. TROUBLE REPORTS

The contractor shall prepare and enter Trouble Reports detailing any problems discovered as a result of the system level test activities in the appropriate government database. The contractor shall be prepared to substantiate the TR. Trouble Reports generated during a test event shall be noted by number and title in the Test Report (DI-IPSC-81440A, CDRL A007).

C.3.2.6. SYSTEM LEVEL TEST REPORT

The contractor shall develop a Test Report (DI-IPSC-81440A, CDRL A007) per test effort. The report shall include but not be limited to traceability that performance requirements have been met, conclusions based on analysis of test results and recommendations on improvements to the test program. The contractor shall update the Test Report document to include changes resulting from testing experience, regression tests, maintenance build tests and special tests. As required, the contractor shall provide a 'Quick Look' test report.

C.3.2.7. TEST COVERAGE ANALYSIS

The contractor shall conduct test coverage analyses on a continuing basis in order to develop a cost effective, continually improving test approach. The goal is to reduce the number of defects or problems reported at integrated combat systems test sites and aboard ships and to continually improve system level test methods. The contractor shall evaluate test coverage with respect to test types, test validity, test scenarios, test conduct, test results, Fleet Activity Reports and Trouble Reports contained in the Trouble Report data base and make recommendations for improving the system level test approach. The contractor shall, as required, document the analyses and recommendations in a Test Analysis Coverage Report (DI-MISC-80508A, CDRL A008). The recommendation shall include but not be limited to the impact on existing test methods, the major benefit and an estimated cost.

C.3.2.8. SYSTEM LEVEL TEST CATEGORY CHART

The contractor shall develop a Test Category Chart (DI-MISC-80508A, CDRL A009), per test effort. The Test Category Chart shall include but not be limited to the test category, test objective, test numbers, and test equipment configuration. The Test Category Chart shall be included in the Test Plan.

C.3.2.9. SYSTEM LEVEL TEST REQUIREMENTS MATRIX

The contractor shall develop a Test Requirements Matrix (DI-MISC-80508A, CDRL A010), per test effort. The Test Requirements Matrix shall include but not be limited to the test requirement, requirements document paragraph numbers, Test Requirements Matrix number, and test numbers.

C.3.3. GENERAL SYSTEM TEST SUPPORT

C.3.3.1. As required for effective and efficient functioning of the Tomahawk WCS programs, the contractor shall provide system test expertise and technical support on panels and boards such as Technical Review Boards, Change Control Boards, Formal Reviews and Inspections, Test Readiness Reviews (TRR), In-Process Reviews (IPR), and periodic system status coordination meetings.

C.3.3.2. As assigned, the contractor shall prepare and produce new and modified sections of Tomahawk WCS documentation including, but not limited to, the Integrated Test and Evaluation Plan and other system test documentation (DI-MISC-80508A, CDRL A012),

C.3.3.3. The contractor shall support the testing of Commercial Off-the-Shelf (COTS) ATWCS and TTWCS hardware replacements for system and software impacts. A testing plan (DI-IPSC-81438A, CDRL A004) and report (DI-IPSC-81440A, CDRL A007) shall be created.

C.3.3.4. The contractor shall support the Test Configuration accreditation process. As assigned the contractor will assist with configuration management, data analysis and testing involved in the preparation of the accreditation plan and report.

C.3.3.5. The contractor shall prepare and submit presentations during technical meetings and management reviews as required in support of assigned tasks (DI-MISC-80508A, CDRL A012).

C.3.3.6. Throughout the period of performance, the contractor shall support the system test methodologies as follows:

- a. Recommend quality improvements to processes and their associated documentation
- b. Recommend improvements to the support methodology.
- c. Identify opportunities to incorporate and/or automate tools.

C.3.4. COMMUNICATION SYSTEMS INTERFACE TESTING

The contractor shall conduct special Communication systems interface tests as directed by the Government. The Communication systems interface software is embedded in the system software. These tests are required when the software for any of the communication systems completes a periodic upgrade or maintenance build. The contractor shall review applicable IDS and requirement documents and develop a Test Plan (DI-IPSC-81438A, CDRL A004) that will demonstrate: (1) the performance of the interface and receipt of communication data, (2) that the

communication data is processed according to requirements. The contractor shall develop and validate Test Procedures (DI-NDTI-80603, CDRL A006), conduct the tests and develop a Test Report (DI-IPSC-81440A, CDRL A007). The contractor shall prepare Trouble Reports (as discussed in section C.3.2.5) detailing any problems as a result of the testing. The contractor shall perform regression testing, if required, and update all corresponding test documents.

C.3.5. LABORATORY TEST SUPPORT PACKAGE

The contractor shall develop and maintain a Laboratory Test Support Package (DI-MISC-80508A, CDRL A011) as a training tool to instruct both Government and contractor test personnel in the procedures for setting up the Land Attack Systems Integration Laboratory in preparation for testing and for conducting tests. The package shall address all activities that need to be accomplished prior to conducting tests and during tests. It shall include but not be limited to the following:

- a. Setting up the proper equipment configuration for a given test as directed by the Government.
- b. Verifying that the proper equipment is configured for a given test.
- c. Verifying that required simulators and simulations are properly installed for a given test.
- d. Verifying that the correct Data Transport Devices, disk packs, removable hard drives, etc. are available for a given test.
- e. Powering up the operator's consoles.
- f. Conducting tests.

C.3.6. SYSTEM AND SOFTWARE PROCESS IMPROVEMENT

The contractor shall provide support to the government for system and software processes improvement and the Standard Capability Maturity Mode Integration (CMMI) Appraisal Method for Process Improvement (SCAMPI) style appraisal. The contractor shall provide qualified personnel that have directly supported an organization, or their own, to obtain a CMM or CMMI level rating of at least level 2 via assessment or preparing for an assessment. Knowledge of Capability Maturity Model (CMM) and/or CMMI-SE/SW is required, preferably via Software Engineering Institute (SEI) formal CMM/CMMI training. These personnel shall support the organizational process improvements in the areas of system test, project management, verification, and validation. In particular, support shall be given to prepare the government organization for the SCAMPI appraisals and to support the organization to reach its goal of CMMI-SE/SW Level 5.

C.3.7. METRICS MONITORING

The contractor shall maintain metrics as established by the WCS program and provide a Metrics Report (DI-MGMT-80227, CDRL A013) on a monthly basis for evaluation of program progress and efficiency.

The contractor shall maintain the following metrics and report/update on a **monthly** basis. Some of these metrics will require entry in the specified government database.

- a. Test development progress for test development, procedure checkout (PCO) and execution.
- b. Update status using the tool specified by NSWCDD, e.g. Progress Tracking Tool (PTT).
- c. Work-hours according to Government provided categories, e.g. functions and products, and enter them into the government's specified tool, e.g. PATS.
- d. Metrics identified by the government including PMA-282 approved metrics.
- e. Updates to detailed schedule for test development and execution.
- f. Test procedure development status to include number planned, inspected, completed, and PCO'd.
- g. Test execution status to include number planned, completed, passed, failed, and not complete.
- h. Number of ARs, PRs, CRs, and/or STRs written as a result of testing.

The contractor shall maintain the following metrics to be provided at the **end of each test effort**. Some of these metrics will require entry in the specified government database.

- a. Number of test defects, by priority, found during test execution.
- b. Final number of tests developed. Specify number of STR verification, enhancements, and revised functional tests.
- c. Total number of hours charged to contract for the entire effort.
- d. Number of hours worked on each STR/PR in the specified test development and execution phases.

C.4. CONTRACT MANAGEMENT

C.4.1. PROGRAM MANAGEMENT REVIEWS (PMRs)

The contractor shall conduct PMRs on a quarterly basis or as directed by the Government. The PMRs shall be conducted at the contractor's facility or the Government's facility. The PMR agenda shall follow the format of the Monthly Progress Report and the Metrics Reports. The contractor shall provide minutes and copies of data presented for/at the PMR (DI-ADMN-

81250A, CDRL A001). In addition, data to support the Earned Value Measurement System shall be submitted on a weekly basis per DI-MISC-80508A, CDRL A002.

C.4.2. MONTHLY PROGRESS REPORT

The contractor shall submit written monthly progress and status reports as DI-MGMT-80227 CDRL A003, to include, but not be limited to, the following:

I. Summary Information:

- a. Contract title, period of performance, total value.
- b. Listing of all contract modifications to include number, date, and purpose.
- c. Listing of all contract correspondence for which a reply has not been received or provided, as appropriate

II. Labor Status:

- a. Man-hours per specific contract task and TOMAHAWK Management Resource System (TMRS) or other NSWCDD-approved tool. Data provided shall include name and hours per product and function activities per task. Statement of Work references shall be provided.
- b. Summary of work performed by each Key Person to include name, Government technical point of contact, hours per task, and brief summary of work performed per task.
- c. A Listing of contract Key Personnel to include: name (person originally proposed and subsequent substitution, if applicable), contract and contractor labor category, % of availability (both as originally proposed and actual). An explanation shall be provided wherever the actual percentage of availability is less than proposed by 5% or more.

III. Deliverable Status:

- a. List of deliverables completed during the reporting period to include title, DD1423 reference, and date provided.
- b. List of deliverables in progress during the reporting period to include title, DD1423 reference and projected delivery data.

IV. Schedule Status:

- a. Current schedule for reporting period, annotated to highlight deltas/changes from previous schedule.

V. Financial Status:

- a. "XY Coordinate" graphs showing planned and actual expenditures of both dollars and man-hours. Numerical values shall be identified for the Values Plotted. The funded amount shall be identified for the fiscal year. Graphs shall be prepared for both the current government fiscal year and entire contract period.
- b. A Cost Detail chart to show planned and actual amounts for each proposed and/or approved element of direct cost in both current and cumulative format.
- c. Subcontractor expenditures shall be included in this data and amounts shall be current through the reporting period.
- d. Projected amount of effort remaining on contract.
- e. Breakdown with a clear explanation of costs and charges (Corporate fees & overhead, local fees, overtime, etc.)
- f. Summary of travel related costs.
- g. Comparison with total amount invoiced for the corresponding period and explanation for any differences other than rounding.

VI. Travel Status

- a. Travel summary (traveler, data, destination, purpose)
- b. Trip report (persons met with, items discussed, results, action items)

VII. Task Status

- a. Summary of work performed per specific contract task.
- b. Quality improvements initiatives.

VIII. Contractor Issues & Concerns

C.5. TRAVEL

The Contractor shall perform all necessary travel required in the performance of this contract. Specific trips must be pre-approved by the Contracting Officers Representative (COR). Following is an estimate of the travel to be required to accomplish the technical objectives of this contract.

TRIP LOCATION	# PERS	# DAYS	# TRIPS
Washington, DC	1	1	5
San Diego, CA	1	10	6
Valley Forge, PA	1	5	4
Port Hueneme, CA	1	5	3
Moorestown, NJ	1	3	3
Newport, RI	1	4	3
Patuxent River, MD	1	1	5
United Kingdom	1	7	2
Wallops Island, VA	1	3	2
Norfolk, VA	1	5	5
Other	1	5	3

C.6. GOVERNMENT FURNISHED ITEMS

The following documents will be available for contractor access and reference in Building 1580, NSWCCD, Dahlgren, Virginia throughout the contract performance period. The documentation reference will be updated, added to and deleted by the Government. If required, the Contractor may make working copies at the Contractor's expense including labor and material.

C.6.1. MILITARY AND DEPARTMENT OF DEFENSE STANDARDS

- a. MIL-STD-1472C (Notice 2): Human Engineering Design Criteria for Military Systems, Equipment and Facilities
- b. DOD-STD-2167A: Defense System Software Development
- c. MIL-S-52779A: Software Quality Assurance Program Requirements
- d. DOD-STD-480A: Configuration Control - Engineering Changes, Deviations and Waivers
- e. DOD-STD-1679A: Department of Defense Standard, Software Development
- f. MIL-STD-882B: System Safety Program Requirements
- g. MIL-STD-1658: Shipboard Guided Missile Launching System Safety Requirements Minimum
- h. Technical Reviews and Audits for Systems, Equipment and Computer Programs
- i. DOD-STD-2168: Defense System Software Quality Program
- j. MIL-STD-498, 12/5/94: Military Standard Software Development and Documentation

C.6.2. SPECIFICATIONS AND INSTRUCTIONS

- a. JCMPINST 4130.1E: JCMP Configuration Control Board Policy
- b. JCMP P4130/2B: TWS Interface Management Plan
- c. JCM-2153, 1/23/92: PMA-282 Software Change Control Process
- d. JCM-2216: PMA-282 Software Management Metrics, Version 2
- e. JCM-2145 Version 3.0: ATWCS Software Standards and Procedures Manual
- f. PMA-281 INST 4130.1, 1/6/92: Configuration Management Plan for TOMAHAWK Command and Control Systems
- g. NAVAIRINST4130.1C Naval Air Systems Command Configuration Management Policy
- h. JCM-2207 Rev A Final 6/3/97: ATWCS Software Trouble Review Board & Configuration Control Board Process

C.6.3. TOMAHAWK WEAPONS SYSTEM DOCUMENTATION

- a. JCM 2121: TWCS Block III Test Requirements Documents
- b. JCM 2157: System Segment Design Document for ATWCS
- c. JCM 2166: Baseline IV Tomahawk WCS Segment Specification for Submarine Combat Control System
- d. JCM 2169: IRS for Naval Tactical Command System Afloat and ATWCS
- e. JCM 2179 Rev B: Interface Requirements Specification for the WCS and MDH
- f. JCM 2182: Precision Strike Tomahawk (PST) System Require Document
- g. JCM 2210 Rev A: Interface Requirements Specification for the TTWCS and Combat Control System MK2 Block 1D and the Virginia Class Submarine Combat Control
- h. JCM 2231: Algorithm Requirements for the TTWCS to Tomahawk AUR Interface
- i. JCM 2015 Rev B: Interface Design Specification (IDS-8)
- j. JCM 2142: System Specification and Design Document for Tomahawk Weapons System Baseline IV Tactical Tomahawk
- k. JCM 2038: TWS AUR Configuration and Identification Interface Requirements Document
- l. NAVSWC MP90-539: Track Control Group (TCG) Block III Requirements Document
- m. JCM 2068: System Requirements Document - Tomahawk Block III Upgrade Program
- n. JCM 2087 Rev B, Ch 4: System Definition Document - System Requirements and System Design for the Tomahawk Surface Ship WCS Block III Upgrade
- o. JCM 1901: System Definition Document for the Tomahawk Surface Ship WCS Block IA Upgrade
- p. NSWC TCG Standard Manual
- q. NSWCDD ATWCS Software Development Plan, Job Instructions, and Standards
- r. NAVSWC MP 90-567: NSWC Tomahawk Weapons Control System Software Trouble Report (STR) Management Process
- s. JCM 2010: System Definition Document for the Tomahawk Surface Ship WCS Block IA Upgrade
- t. JCM 2019: System Definition Document for the Tomahawk Surface Ship WCS Block II Upgrade

- u. JCM 2083: System Definition Document - System Requirements and Design for the Tomahawk Surface Ship WCS Block IIA Upgrade
- v. JCM 2016: Missile Mission Matching
- w. JCM 2080: Tomahawk Block III Missile ID Retrieval Software and System Requirements
- x. LMSC-7031536A: TCG Block I Requirements Document
- y. LMSC-7034399B: TCG Block II Requirements Document
- z. T-MGN-0474-00: Strike Systems Software Configuration Management Plan
- aa. NAVSWC MP 91-703, Rev 3: System Quality Assurance Plan for the Strike Systems Planning Division (K60) and Strike Weapons Systems Division (K70) of the Strategic and Strike Systems Department (K)
- bb. NSWCD/DR-93/591 Rev C: Strike Systems Divisions Development Processes
- cc. T-SWN-0493-00: Software Design Document for the Scenario Generation and Reconstruction CSCI
- dd. T-SWN-0476-00 Change 2, 4/23/97: Software Requirement Specification for the Scenario generation and Reconstruction CSCI
- ee. T-SWN-0496-00 Change 0, 5/16/97: Software Requirement Specification for the Launch Control CSCI for Tomahawk Baseline Improvement Program
- ff. T-SLN-0002-02: Software Design Document for the Launch Control CSCI for Initial Operational Capability
- gg. JCM-2154, Rev B, Ch 2, 7/14/95: ATWCS Human Computer Interface (HCI) Standards
- hh. JCM-2123, Rev C, Vol 1,2,3,5; 3/1/96: Segment Specification, ATWCS Phase I Surface, ATWCS Submarine, ATWCS Phase II Surface
- ii. JCM-2138, Rev A, 8/22/94: TOMAHAWK Baseline Phase III System Requirements Document
- jj. JCM-2157: System/Segment Design Description
- kk. JCM-2202: ATWCS Interface Design Description
- ll. WS 32785 Rev B Ch 2, 2/16/93: Launch Control Program Performance Specification for AN/SWG-3, AN/SWG-3A and AN/SWG-3B Block III Follow-On
- mm. NSWCD/MP-92-561 Track Control Group Post Block III Requirements Document, Change F.
- nn. T-SGN-504-00 Change 1 (BFTT)
- oo. TLAU SRS Build 1.2.3 (BFTT)
- pp. T8901-XX-IRS/IDD-010/BFTT System, 4/7/97

C.6.4. INTERFACE CONTROL DOCUMENTS

- a. SSLP-ICD-13: Tomahawk Interface Control Document, Weapons Control System AN/SWG-3 and Vertical Launching System MK 41
- b. SSLP-ICD-15: Tomahawk Interface Control Document, Weapons Control System AN/SWG-3 and AEGIS Command and Decision System MK 1 MOD 1
- c. SSLP-ICD-23: Tomahawk Interface Control Document, Weapons Control System AN/SWG-3 and Surface Ship Launch Platform

- d. AN/USQ-T46 (V) Baseline 1 Revision 1 (Draft) Interface Requirements Specification/Interface Design Document for Battle Force Tactical Training (BFTT) System

C.6.5. INTERFACE DESIGN SPECIFICATIONS

- a. NAVSEA T9427-AA-IDS-060/WSN-5: Interface Design Specification for Inertial Navigation System AN/WSN-5 to External Computer in an Output Only Configuration
- b. NAVSEA T9427-AA-IDS-010/WSN-5: Interface Design Specification for Inertial Navigation System AN/WSN-5 to External Computer for Parallel Channel B and C
- c. NAVSEA S9427-AN-IDS-040/WSN-7 Interface Design Specification for Inertial Navigation System AN/WSN-7 to External Computer In and Output Only Configuration
- d. IDS-9 (JCMPO P5230/3): Interface Design Specification for Theater Mission Planning System, Launch Platforms and Other Mission Data Handling Systems (U), Confidential
- e. WS 22200: Interface Design Specification for Track Data Processing Set and Launch Data Processing Set for Weapons Control System AN/SWG-3 (U), Confidential
- f. WS 21335: Interface Design Specification for AEGIS Command and Decision System MK 2 MOD 0 to Tomahawk Weapons Control System AN/SWG-3A/B (U), Confidential
- g. WS 20931/4: TOMAHAWK Weapons Control System and Vertical Launching System (Baseline IV) Interface Design Specification (TBS) WS 20760/4, 6/1/93:
- h. TOMAHAWK Weapons Control System Block III Upgrade Interface Design Specification (LDPS-TDPS), Conf Appendix

C.6.6. OPERATOR'S MANUAL AND/OR USER'S GUIDE

- a. NSWCDD MP 93/17: Operator's Manual for TCG Tomahawk Training Tool (TTT)
- b. Tomahawk Training Tool (TTT) User's Guide
- c. T-SWN-0495-00, 7/31/97: Software User's Manual for the Scenario Generation and Reconstruction CSCI of the ATWCS
- d. NAVSEA EE170-AG-OMI-020/SSN-6 Navigation Sensor System Interface (NAVSSI) AN/SSN-6 Block 3 Volume 2 – Operator Interface
- e. Software Users Manual (SUM) for the Personal Computer-Mission Distribution System UD-00795
- f. Tomahawk Communications System (TCOMMS) Description Operation and Maintenance Manual (DOMM) UD-00796
- g. NAVAIR SW261-AH-MMO-010 Description, Operation and Maintenance for the Tactical Tomahawk Weapons Control System (TTWCS) AN/SWG-5 (V)

C.6.7. NSWCDD INTERNAL PROCESS DOCUMENTS

C.6.7.1. The government's system test processes are documented in numerous Job Instructions (JI's) and are divided into top-level plans and lower level supporting documents. The top-level plans applicable to strike programs are listed below:

- a. Strike Systems Division Development Plan
- b. Strike Systems Division System Quality Assurance Plan
- c. Strike Systems Division Software Development Plan
- d. Strike Systems Division Software Configuration Plan

C.6.7.2. Other process documents that support the top level plans and provide implementation details are listed below (appendices cover many other processes):

- a. System Testing Process
- b. Process Improvement Process
- c. Program Management Process
- d. Systems Requirements Process
- e. Software Requirements Process
- f. Software Design Development Process
- g. Code and Unit test Process
- h. Software Integration Testing Process
- i. Software Design Agent Computer Software Configuration Item Testing Process
- j. Integration Testing Process
- k. Inspection Process
- l. Build Management Process
- m. Subcontract Management Process
- n. Configuration Management Plan
- o. Planning Process
- p. Change Control Process

C.6.8. FACILITIES

C.6.8.1. Access will be provided to the Land Attack Systems Integration Laboratory located at Building 1580, Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia. The contractor is not guaranteed a specific amount or schedule of laboratory/system time. The contractor may be granted, but is not guaranteed, laboratory/system time and time granted may be scheduled at other than normal working hours. The contractor shall be expected to adjust his work schedule accordingly. The Contractor shall adhere to all policies governing the utilization of the Land Attack Systems Integration Laboratory.

C.6.8.2. The contractor is required to perform the tasks specified in Section C for testing software. The software will reside in a classified environment when being integrated and tested. This software resides on specialized hardware within the Land Attack Systems Integration Laboratory. A SECRET clearance is required for admittance to the facility.

Test specific software that can only be accessed from within the Land Attack Systems Integration Laboratory during test activities includes but is not limited to:

- AN/SWG-2 Data Retrieval Programs
- AN/SWG-3 Data Retrieval Programs
- Advanced Tomahawk WCS Data Retrieval Programs
- Communications Simulator Software
- AUR Simulator Software
- VLS Simulator Software
- ROLM WASP Software

C.6.8.3. The contractor is required to have an office location so that all key personnel will be able to respond to requests to work in labs and/or attendance at meetings at NSWCDD within 1-hour notification. It is estimated that lab usage or meetings would require that 90% of the support persons would be required at NSWCDD over any two-week period.

C.6.8.4. A minimum of 3 proposed Key Personnel shall have a top secret clearance. Proposed personnel will be proposed in the following Labor Categories: Senior Systems Engineer or Systems Engineer. Within the first month following contract award, an additional five Key Personnel shall submit requests for a Top Secret Clearance. The contractor shall maintain a staffing that ensures no fewer than 8 personnel from all labor categories, excluding Program Manager, have obtained or have submitted a request for a Top Secret Clearance.

C.6.9. NON DISCLOSURE STATEMENTS

The contractor's personnel will be asked from time to time to sign non disclosure statements for their supporting the Commander, Operational Test and Evaluation Force (COMOPTEVFOR) testing and required to use third party contractor supplied proprietary data, software and equipment. The nondisclosure will be for a limited duration. The COR will notify the contractor of the number and type of personnel that will need to sign the non disclosure statement and the duration the non disclosure will be in effect.

C.7. SERVICES PERFORMED ON SITE

(This paragraph applies if hazardous materials are utilized at any time during the performance of services under this contract. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R.1910.1200. Before delivery of any hazardous materials onto NSWCDD property, the contractor shall provide the Contracting Officer with an inventory and Material Safety Data Sheet (MSDS) for these materials.

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COPYRIGHT OF COMPUTER SOFTWARE

The contractor shall: (1) apply for copyright registration of the computer program code developed by the contractor, (2) place the copyright notice on the screen, in addition to the diskettes and manuals produced, and (3) place, next to the copyright notice, the additional phrase: "The U.S. Government has rights as specified in contract N00178-[insert contract number]."

Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND

NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

Section D - Packaging and Marking

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HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance**CLAUSES INCORPORATED BY REFERENCE**

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT**INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the COR.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in Attachment J.6.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

Section F - Deliveries or Performance**CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT**Ddl-F20 RECEIVING HOURS OF OPERATION**

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DURATION OF CONTRACT PERIOD

This contract shall become effective on the date of the award and shall continue until the end of the term of the last exercised option period, for a maximum of five years or 60 months.

Section G - Contract Administration Data**CLAUSES INCORPORATED BY FULL TEXT****Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING
CLASSIFICATION CITATIONS**

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

**Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT
AND RESPONSIBILITIES****Procuring Contracting Officer (PCO):**

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

- (a) Name: [*]
Address: Code [*]
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100

Phone: (540) 653- [*]; FAX: (540) 653- [*]
E-mail: [*]

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)

(a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officer's Representative (COR):

(a) Name:
Address: [*]
Phone: [*]; FAX: [*]
E-mail: [*]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

Paying Office

(a) Name: [*]
Address: [*]
Phone: [*]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[*] -- to be completed at contract award

FINALIZED FIXED FEE

The fixed fee for each CLIN will be finalized based on the total number of technical hours provided (both compensated and uncompensated).

If 100% or more of both the compensated and uncompensated technical hours are provided, the contractor will receive the full fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 -- The fee will be reduced proportionate to the compensated technical hours provided -- i.e., if 90% of the compensated technical hours were provided, 90% of the fee will be calculated.

Step 2 -- If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e. if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced 20%

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [*] days after award of the contract. The conference will be held at the address below:

Location/Address: [*]

(b) The contractor will be given [*] working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

[*] -- to be specified at contract award

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [] copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not

possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

MANDATORY REQUIREMENTS

1. Security Classification

The offeror shall have a TOP SECRET facility clearance. The highest classification applicable to performance of the effort will be: TOP SECRET. The contractor shall have the capability to store SECRET material at a local facility(ies).

Note: "Facility clearance" in security terms does not refer to the contractor's building; it refers to the ability of the company to employ persons who have a Top Secret or Secret clearance.

2. Mandatory Security Requirements Per Labor Category

As a condition of award, a minimum of three (3) proposed Key Personnel shall have a Top Secret clearance. Proposed personnel will be proposed in the following Labor Categories: Senior Systems Engineer or Systems Engineer. All other key personnel proposed shall have at least a Secret clearance to permit access into the Weapons Systems Development Laboratories.

3. Office Location

The offeror's proposed facility is required to be located within a one hour average travel time to the Tomahawk Facility in Building 1580 located at NSWCDD, Dahlgren, Virginia. All key personnel when direct charging to the contract and not on sanctioned travel shall meet the one hour average travel time requirement in order to work in the labs and attend meetings in a timely manner. (Rationale: It is estimated that lab usage or meetings would require that 90% of the support personnel would be required at NSWCDD over any two week period. Over any two month period, it is estimated that all support personnel would be required to be at NSWCDD for lab usage or meetings.)

4. Local Area Network (LAN) Connection Requirement

The offeror shall have available at their site personal computers (or equivalent) capable of interfacing to the unclassified LAN and running Microsoft Office software tools. The offeror shall be responsible for procurement, maintenance, and/or leasing of all hardware and software components necessary to provide the required connectivity. To obtain acceptable operator response time, the minimum LINK speed for connectivity is one (1) million bits per second (MBPS). (A "T1" telephone connection can be used to meet this connection requirement.) The offeror shall be responsible for compliance with NSWCDD policies, procedures and guidelines relative to automated system security as stipulated in NAVSWC INSTRUCTION 5239.1 and any

updates and additions thereto as they relate to remote connections to the NSW CDD Local Area Network.

5. Standard Personal Computer Tools

The offeror, at a minimum, shall have available at his site the following standard IT software tools (Microsoft Windows based) and IBM compatible Personal Computers to support tasks described herein for at least Office version 97:

- a. Microsoft Word -- Word Processor
- b. Microsoft Power Point -- Graphics Package
- c. Microsoft EXCEL -- Spreadsheet
- d. Microsoft Project -- Project Scheduler
- e. Microsoft Access -- Database
- f. Email Client compatible with Microsoft Outlook
- g. Internet Browser -- Netscape 4.75 or later

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [insert Contract Specialist's e-mail address] and the Contracting Officer's Representative (COR) [insert COR's e-mail address]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the statement of work, the Government desires personnel with the following professional development and experience qualifications:

(a) Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

(1) General Experience

(i) Program Manager -- Demonstrated ability to manage large (20 or more persons) engineering projects including ability to plan, develop schedules, organize and control tasking and to coordinate with the team members and government sponsors to accomplish assigned tasks. Demonstrated ability to get tasks accomplished with a team of people within cost and schedule constraints.

(ii) Project Lead and Senior Systems Engineer -- System Engineering or System Test experience in real time Weapon Systems development or evaluation activities is essential. Examples include: experience performing: 1) system engineering, or 2) test and evaluation.

Familiarization with test and evaluation strategies, quality assurance techniques and engineering tools. Examples include: tools to perform requirements traceability is desired. Familiarization with various levels of testing. Examples include: unit testing, integration testing, functional level testing, and system level testing of real time software systems is desired. Familiarization with the use of simulations in a test environment to generate a sufficient volume of test input data and to stress the system under test and familiarization with or an appreciation of automated test techniques is also desired. Familiarization with statistical analysis of data is desired. Experience and training on approaches and methods for testing large embedded software systems. Experience with process development, management and implementation is desired (such as the Software Engineering Institutes Capability Maturity Model / Capability Maturity Model Integration process). Understanding of concepts related to system performance testing and methods of system test design that improve the processes of system testing.

(iii) Systems Engineer -- System Engineering or System Test experience in real time Weapon Systems development or evaluation activities is essential. Examples include: experience performing: 1) system engineering, or 2) test and evaluation. Familiarization with test and evaluation strategies, quality assurance techniques and engineering tools. Examples include: tools to perform requirements traceability is desired. Familiarization with various levels of testing. Examples include: unit testing, integration testing, functional level testing, and system level testing of real time software systems is desired. Familiarization with the use of simulations in a test environment to generate a sufficient volume of test input data and to stress the system under test and familiarization with or an appreciation of automated test techniques is also desired. Experience and training on approaches and methods for testing large embedded software systems. Understanding of concepts related to system performance testing and methods of system test design that improve the processes of system testing.

(iv) Technician -- Professional development commensurate with position held.

(v) Junior Engineer -- Engineering, computer science, physics, mathematics or other related technical field experience in systems development, statistical analysis of data, modeling and simulation techniques, quality assurance techniques, or related disciplines is essential. Understanding of concepts related to system performance testing and methods of system test design that improve the processes of system testing.

(2) Specialized Experience

(i) Program Manager -- System Engineering or System Test experience in real time Weapons Systems development or evaluation activities is essential. Examples include: experience performing: 1) system engineering, or 2) test and evaluation. Familiarization with test and evaluation strategies, quality assurance techniques and engineering tools. Examples include: tools to perform requirements traceability is desired. Familiarization with various levels of testing. Examples include: unit testing, integration testing, functional level testing, and system level testing of real time software systems is desired. Familiarization with the use of simulations in a test environment to generate a sufficient volume of test input data and to stress the system

under test and familiarization with or an appreciation of automated test techniques is also desired. Familiarization with statistical analysis of data is desired. Experience and training on approaches and methods for testing large embedded software systems. Experience with process development, management and implementation is desired (such as the Software Engineering Institutes Capability Maturity Model / Capability Maturity Model Integration process). Understanding of concepts related to system performance testing and methods of system test design that improve the processes of system testing.

(ii) Project Lead -- Demonstrated ability to manage engineering projects including ability to plan, develop schedules, organize and control tasking and to coordinate with the team members and government sponsors to accomplish assigned tasks. Demonstrated ability to get tasks accomplished with a team of people within cost and schedule constraints. System or software test experience is desired for a large, real time software intensive system. Examples include: the Tomahawk Weapon Control System (TWCS), Advanced Tomahawk WCS (ATWCS), Tactical Tomahawk WCS (TTWCS), Submarine Combat Control System, or TOMAHAWK All-Up-Round, TOMAHAWK Guidance Test Set (GTS), AEGIS, or Global Command and Control System -- Maritime (GCCS-M). Experience performing test activities. Familiarization with TOMAHAWK test methodologies, test tools and simulations is desired.

(iii) Senior Systems Engineer and Systems Engineer -- System or software test experience is desired for a large, real time software intensive system. Examples include: the Tomahawk Weapon Control System (TWCS), Advanced Tomahawk WCS (ATWCS), Tactical Tomahawk WCS (TTWCS), Submarine Combat Control System, or TOMAHAWK All-Up-Round, TOMAHAWK Guidance Test Set (GTS), AEGIS, or Global Command and Control System -- Maritime (GCCS-M). Experience performing test activities. Examples include: 1) test planning, conduct, and reporting, 2) test case development, 3) unit level testing, 4) functional level testing, 5) software integration testing, or 6) system level testing is desired. Familiarization with TOMAHAWK test methodologies, test tools and simulations is desired.

(iv) Technician -- Experience is desired in the set-up for testing and/or operation of any variant of the Tomahawk Weapon Control System or other surface or subsurface Naval tactical and/or communications system is essential. This experience is to include verifying proper equipment configuration for testing/operations, verifying that test/tactical material. Examples include: disks and tapes are available for testing/operations, maintaining disks for testing/operations and performing data entry related to testing/operations.

(b) Professional Development -- Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

NOTE: The qualifications described herein are considered highly desirable prerequisites to meet the experience level of the respective labor categories. Failure to meet any of the following

qualifications will not disqualify the offeror, but will result in a lower score in the personnel evaluation process. (After the contract is consummated, the qualifications will be interpreted as mandatory vice desirable relative to qualifying new persons to be added to the contract.)

(c) Accumulation of Qualifying Experience -- General combat systems experience may not count as specialized experience. All other categories of experience may be accumulated concurrently. For example, if the candidate worked while going to school, the work and professional development time may be credited concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

The following are the desired qualifications for the Key Labor Categories:

PROGRAM MANAGER (Total: ten (10) years)

General Experience -- ten (10) years of recent experience

Specialized Experience -- five (5) years of recent experience

PROJECT LEAD (Total: five (5) years)

General Experience -- five (5) years of recent experience

Specialized Experience -- five (5) years of recent experience

SENIOR SYSTEMS ENGINEER (Total: ten (10) years)

General Experience -- ten (10) years of recent experience

Specialized Experience -- five (5) years of recent experience

SYSTEMS ENGINEER (Total: five (5) years)

General Experience -- five (5) years of recent experience

Specialized Experience -- three (3) years of recent experience

TECHNICIAN (Total: three (3) years)

Specialized Experience -- three (3) years of recent experience

JUNIOR ENGINEER (Total: three (3) years)

General Experience -- three (3) years of recent experience

NOTE: The proper mix of experience per labor category is important and should be as noted below. The resumes satisfying these unique requirements shall be so designated. Notes regarding the personnel mix and other resume desirable characteristics are:

- **Two (2) of the Test resumes submitted should possess specialized experience which includes testing of the ROLM based Tomahawk system, one with Track Control Group (TCG) experience, one with Launch Control Group (LCG) experience.**

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each

assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show all military and post-secondary education, training and professional development which relates to the qualifications necessary to perform the Statement of Work tasks. Show this information in the same format required for "Work Experience" above.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

[]

* if LOE enter the number of hours; if completion or supply enter items and quantities.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The key personnel are considered the technical workforce. Technical support and administrative/clerical support is not considered technical labor for purposes of this provision. However, it is recognized that support hours are required and may be included in the offeror's cost proposal if it is the offeror's practice to direct charge these hours. (The tables below are to be completed by the offeror as part of its proposal.)

	Base Period -- CLIN 0001 29 Feb 2004 - 28 Feb 2005			Option I -- CLIN 1001 1 Mar 2005 -- 28 Feb 2006		
	Regular Hours*	Uncomp Hours **	Total Hours	Regular Hours*	Uncomp Hours**	Total Hours
Key Labor Categories						
Program Manager						
Project Lead						
Senior Systems Engineer						
Systems Engineer						
Technician						
Junior Engineer						
Total Man Hours						

	Option II -- CLIN 2001 1 Mar 2006 - 28 Feb 2007			Option III -- CLIN 3001 1 Mar 2007 -- 29 Feb 2008		
Key Labor Categories	Regular Hours*	Uncomp Hours **	Total Hours	Regular Hours*	Uncomp Hours**	Total Hours
Program Manager						
Project Lead						
Senior Systems Engineer						
Systems Engineer						
Technician						
Junior Engineer						
Total Man Hours						

	Option IV -- CLIN 4001 1 Mar 2008 - 28 Feb 2009		
Key Labor Categories	Regular Hours*	Uncomp Hours **	Total Hours
Program Manager			
Project Lead			
Senior Systems Engineer			
Systems Engineer			
Technician			
Junior Engineer			
Total Man Hours			

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee } \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 120 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended

during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 120 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture

involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

Section I - Contract Clauses**CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restriction on Certain Foreign Purchases	JUN 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) - Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights In Technical Data -- Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions -- Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government - Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data -- Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III Alt III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the periods specified in Section B; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. This may be confirmed by contacting"

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract

units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term

does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by

contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part,

at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3)	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECF (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be

realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless-

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 -- Value Engineering Guide, 3 pages

Attachment J.2 -- Contract Data Requirements List, DD1423

Attachment J.3 -- Contract Security Classification Specification, DD254

Attachment J.4 -- Past Performance Questionnaire, 4 pages

Attachment J.5 -- Contracting Officer's Representative Appointment Letter *

Attachment J.6 -- Quality Assurance Surveillance Plan (QASP)

* To be attached at contract award.

Ddl-J20 ATTACHMENT J.1 - VALUE ENGINEERING GUIDE**Navy Value Engineering Guide for Contractors****1. Introduction.**

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS
(figures in percent)

Sharing Agreement

Incentive (Voluntary)	Program Requirement (Mandatory)			
Contract Type	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate

Fixed-price (other than incentive)	50/50	50/50	75/25	75/25
Incentive (fixed-price or cost)	*	50/50	*	75/25
Cost-reimbursement (other than incentive)	75/25	75/25	85/15	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
		TDP TM - OTHER

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
TOMAHAWK SYSTEM		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	CONFERENCE MINUTES	PMR MINUTES
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE

4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
DI-ADMN-81250A		C.4.1		NSWCDD/K74	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	NSWCDD/K74	
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BLK 14: IN ADDITION TO HARDCOPY, DELIVERY SHALL BE ON ELECTRONIC MEDIA OR VIA ELECTRONIC MAIL AS DIRECTED BY COR. ELECTRONIC FORMAT SHALL BE COMPATIBLE WITH MICROSOFT OFFICE 97 OR OTHER FORMAT AS DIRECTED BY COR.

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			TDP _____	TM - _____ OTHER _____
D. SYSTEM / ITEM TOMAHAWK SYSTEM		E. CONTRACT / PR NO.	F. CONTRACTOR	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES		3. SUBTITLE STRIKE SYSTEMS RESOURCE INPUT SHEET	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE C.4.1		6. REQUIRING OFFICE NSWCDD/K74
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY WEEKLY	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION
8. APP CODE		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE NSWCDD: K05 K74
16. REMARKS BLK 7: LTR OF TRANSMITTAL NOT REQUIRED BLK 11, 12, & 13: COMPLETED STRIKE SYSTEMS RESOURCE INPUT SHEETS (OR OTHER INPUT METHODOLOGY SPECIFIED BY THE GOVERNMENT) SHALL BE DELIVERED OR ENTERED NO LATER THAN THE SECOND WORKING DAY OF THE WEEK TO REPORT SUPPORT PROVIDED DURING THE PREVIOUS WEEK. ONE SHEET IS REQUIRED FOR EACH PERSON PROVIDING CONTRACTOR SUPPORT. WEEKLY DELIVERIES ARE REQUIRED FOR EACH PERSON SUPPORTING THE TASK. COMPLETED SHEETS ARE REQUIRED EVEN FOR WEEK WHEN NO SUPPORT WAS PROVIDED BY THE INDIVIDUAL IN QUESTION. HOURS EXPENDED SHALL INDICATE "0" FOR THESE WEEKS.				b. COPIES Draft Final Reg Repro
G. PREPARED BY STEPHEN P. DAVIS, JR (K74)				H. DATE 30JUN03
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17. PRICE GROUP
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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP TM OTHER

D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR
TOMAHAWK SYSTEM

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A003 CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MGMT-80227 C.4.2 NSWCDD/K74

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION
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D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
TOMAHAWK SYSTEM		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	SOFTWARE TEST PLAN	SYSTEM LEVEL TEST PLAN
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE

4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		SYSTEM LEVEL TEST PLAN	
DI-IPSC-81438A			C.3.2.1, C.3.4		6. REQUIRING OFFICE	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY	NSWCDD/K74			

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D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR
TOMAHAWK SYSTEM

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A005 TECHNICAL REPORT - STUDY / SERVICES SYSTEM LEVEL TEST ASSESSMENT

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC-80508A C.3.2.2 NSWCDD/K74

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BLK 8: GOVERNMENT REVIEW, COMMENT, AND APPROVAL REQUIRED. GOVERNMENT REQUIRES 15 DAYS FOR REVIEW.

BLK 10 & 12: PER BLOCK UPGRADE / MODIFICATION OR AS DIRECTED BY COR.

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17. PRICE GROUP

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D. SYSTEM / ITEM TOMAHAWK SYSTEM	E. CONTRACT / PR NO.	F. CONTRACTOR

1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM TEST PROCEDURE	3. SUBTITLE SYSTEM LEVEL TEST PROCEDURES
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4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80603	5. CONTRACT REFERENCE C.3.2.3, C.3.4	6. REQUIRING OFFICE NSWCDD/K74
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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP _____ TM - _____ OTHER _____

D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR
TOMAHAWK SYSTEM

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A007 TEST REPORT SYSTEM LEVEL TEST REPORT

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-IPSC-81440A C.3.2.6, C.3.4 NSWCDD/K74

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION
LT ASREQ SEE BLK 16 NSWCDD:
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
A 2DARC

16. REMARKS
BLK 7: SUBMIT VIA ELECTRONIC MAIL.

BLK 8: GOVERNMENT REVIEW, COMMENT, AND APPROVAL REQUIRED. GOVERNMENT REQUIRES 2 DAYS FOR REVIEW.

BLK 10: PER BLOCK UPGRADE / MODIFICATION OR AS DIRECTED BY COR.

BLK 12 & 13: DRAFT OF FINAL REPORT DUE 1 DAY AFTER COMPLETION OF TESTING. FINAL DUE 2 DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS.

BLK 14: DELIVERY SHALL BE ON ELECTRONIC MEDIA OR VIA ELECTRONIC MAIL AS DIRECTED BY COR. ELECTRONIC FORMAT SHALL BE COMPATIBLE WITH MICROSOFT OFFICE 97 OR OTHER FORMAT AS DIRECTED BY COR.

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY H. DATE I. APPROVED BY J. DATE
STEPHEN P. DAVIS, JR (K74) 30JUN03 JAMES L. FORTUNE, JR 8/1/03
DATA APPROVAL AUTHORITY

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:

TDP TM - OTHER

D. SYSTEM / ITEM

E. CONTRACT / PR NO.

F. CONTRACTOR

TOMAHAWK SYSTEM

1. DATA ITEM NO.

2. TITLE OF DATA ITEM

3. SUBTITLE

A008

TECHNICAL REPORT - STUDY / SERVICES

TEST COVERAGE ANALYSIS REPORT

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

DI-MISC-80508A

C.3.2.7

NSWCDD/K74

7. DD 250 REQ

9. DIST STATEMENT
REQUIRED

10. FREQUENCY

12. DATE OF FIRST SUBMISSION

14. DISTRIBUTION

LT

ASREQ

ASREQ

8. APP CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT
SUBMISSION

a. ADDRESSEE

b. COPIES

A

15DARC

Draft

Final

Reg

Repro

16. REMARKS

BLK 7: SUBMIT VIA ELECTRONIC MAIL.

BLK 8: GOVERNMENT REVIEW, COMMENT, AND APPROVAL
REQUIRED. GOVERNMENT REQUIRES 15 DAYS FOR REVIEW.

BLK 10: PER BLOCK UPGRADE / MODIFICATION OR AS DIRECTED
BY COR.

BLK 12 & 13: "QUICK LOOK" TEST REPORT DUE 7 DAYS AFTER
TESTING IF REQUESTED BY COR. DRAFT OF FINAL REPORT DUE
15 DAYS AFTER COMPLETION OF TESTING. FINAL DUE 15 DAYS
AFTER RECEIPT OF GOVERNMENT COMMENTS.

BLK 14: DELIVERY SHALL BE ON ELECTRONIC MEDIA OR VIA
ELECTRONIC MAIL AS DIRECTED BY COR. ELECTRONIC
FORMAT SHALL BE COMPATIBLE WITH MICROSOFT OFFICE 97
OR OTHER FORMAT AS DIRECTED BY COR..

NSWCDD:

K74

1

15. TOTAL

1

G. PREPARED BY

H. DATE

I. APPROVED BY

JAMES L. FORTUNE, JR

J. DATE

STEPHEN P. DAVIS, JR (K74)

30JUN03

DATA APPROVAL AUTHORITY

8/1/03

DD Form 1423-1, JUN 90

1007-183

Previous editions are obsolete.

Page 8 of 13 Pages

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved

OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
D. SYSTEM / ITEM	TDP _____	TM - _____ OTHER _____

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
TOMAHAWK SYSTEM		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A009	TECHNICAL REPORT - STUDY / SERVICES	SYSTEM LEVEL TEST CATEGORY CHART
4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	

4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
DI-MISC-80508A		C.3.2.8		NSWCDD/K74	
7. DD 250 REQ.	8. DIST STATEMENT	10. FREQUENCY			

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
LT		ASREQ	SEE BLK 16		
8. APP CODE		11. AS OF DATE		b. COPIES	

8. APP CODE	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES		
A			15DARC			Draft	Final	
							Reg	Renro

16. REMARKS			neg	repro
BLK 4: CONTRACTOR FORMAT AUTHORIZED WITH COR APPROVAL.	NSWCDD:			
	K74		1	

BLK 7: SUBMIT VIA ELECTRONIC MAIL.				

BLK 8: GOVERNMENT REVIEW, COMMENT, AND APPROVAL REQUIRED. GOVERNMENT REQUIRES 15 DAYS FOR REVIEW.				

BLK 10 & 12: PER BLOCK UPGRADE / MODIFICATION OR AS DIRECTED BY COR.				

BLK 14: DELIVERY SHALL BE ON ELECTRONIC MEDIA OR VIA ELECTRONIC MAIL AS DIRECTED BY COR. ELECTRONIC FORMAT SHALL BE COMPATIBLE WITH MICROSOFT OFFICE 97 OR OTHER FORMAT AS DIRECTED BY COR.				

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3. PREPARED BY		H. DATE		APPROVED BY		15. TOTAL	
STEPHEN P. DAVIS, JR (K74)		30JUN03		JAMES L. FORTUNE, JR		1	
P.F.				DATA APPROVAL AUTHORITY		J. DATE 8/1/03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP TM - OTHER

D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR
TOMAHAWK SYSTEM

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A010 TECHNICAL REPORT - STUDY / SERVICES SYSTEM TEST REQUIREMENTS TRACEABILITY MATRIX

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MISC-80508A C.3.2.9 NSWCDD/K74

7. DD 250 REQ 9. DIST STATEMENT REQUIRED 10. FREQUENCY 12. DATE OF FIRST SUBMISSION
LT ASREQ ASREQ
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
A 15DARC

14. DISTRIBUTION
a. ADDRESSEE b. COPIES
NSWCDD: K74 1

16. REMARKS
BLK 4: CONTRACTOR FORMAT AUTHORIZED WITH COR APPROVAL.
BLK 7: SUBMIT VIA ELECTRONIC MAIL.
BLK 8: GOVERNMENT REVIEW, COMMENT, AND APPROVAL REQUIRED. GOVERNMENT REQUIRES 15 DAYS FOR REVIEW.
BLK 10 & 12: PER BLOCK UPGRADE / MODIFICATION OR AS DIRECTED BY COR.
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18. ESTIMATED TOTAL PRICE

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STEPHEN P. DAVIS, JR (K74) 30JUN03 JAMES L. FORTUNE, JR 8/1/03
DATA APPROVAL AUTHORITY

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D. SYSTEM / ITEM		E. CONTRACT	TDP _____ TM - _____ OTHER _____


D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
TOMAHAWK SYSTEM		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A011	TECHNICAL REPORT - STUDY / SERVICES	LABORATORY TEST SUPPORT PACKAGE
4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	

1. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		PACKAGE	
DI-MISC-80508A		C.3.5		6. REQUIRING OFFICE	
7. DD 250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF REQUEST	NSWCDD/K74	

7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION ASREQ		NSWCDD/K/4					
8. APP CODE A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 15DARC		14. DISTRIBUTION					
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										Draft		Final	
										Req		Repro	

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G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
STEPHEN P. DAVIS, JR (K74)		30JUN03		 JAMES L. FORTUNE, JR DATA APPROVAL AUTHORITY		15. TOTAL 1 8/1/03	

(1 Data Item)

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP _____ TM - _____ OTHER _____	
D. SYSTEM / ITEM TOMAHAWK SYSTEM		E. CONTRACT / PR NO.		F. CONTRACTOR

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A012	TECHNICAL REPORT - STUDY / SERVICES	TEST DOCUMENTATION
4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508A	C.3.7	NSWCDD/K74

7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION ASREQ		NSWCDD/K/74			
8. APP CODE A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION 15DARC		14. DISTRIBUTION			
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								Draft		Final	
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G. PREPARED BY		H. DATE	APPROVED BY	15. TOTAL	1
STEPHEN P. DAVIS, JR (K74)		30JUN03	JAMES L. FORTUNE, JR DATA APPROVAL AUTHORITY		8/1/03

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY:
TDP _____ TM - _____ OTHER _____

D. SYSTEM / ITEM E. CONTRACT / PR NO. F. CONTRACTOR
TOMAHAWK SYSTEM

1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE
A013 CONTRACTOR'S PROGRESS, STATUS AND
MANAGEMENT REPORT

4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE
DI-MGMT-80227 C.4.2 NSWCDD/K74

7. DD 250 REQ 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION
LT REQUIRED MONTHLY 30DAC
8. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION
MONTHLY

14. DISTRIBUTION
a. ADDRESSEE b. COPIES
Draft Final
Reg Repro

15. TOTAL 3

16. REMARKS
BLK 14: IN ADDITION TO HARDCOPY, DELIVERY SHALL BE ON ELECTRONIC MEDIA OR VIA ELECTRONIC MAIL AS DIRECTED BY COR. ELECTRONIC FORMAT SHALL BE COMPATIBLE WITH MICROSOFT OFFICE 97 OR OTHER FORMAT AS DIRECTED BY COR.

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

G. PREPARED BY H. DATE I. APPROVED BY J. DATE
STEPHEN P. DAVIS, JR (K74) 30JUN03 JAMES L. FORTUNE, JR 8/1/23
DATA APPROVAL AUTHORITY

DEPARTMENT OF DEFENSE 013-03
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

*(The requirements of the DoD Industrial Security Manual apply
to all security aspects of this effort.)*

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (x and complete as applicable)

a. PRIME CONTRACT NUMBER	
b. SUBCONTRACT NUMBER	
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (x and complete as applicable)

a. ORIGINAL (Complete date in all cases)	Date (YYMMDD)
b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

☐ YES

☐ NO

If Yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

☐ YES

☐ NO

If Yes, complete the following:

In response to the contractor's request dated

, retention of the identified classified material is authorized for the period of

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--------------------------------	--------------	--

7. SUBCONTRACTOR

a. NAME, ADDRESS AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
-------------------------------	--------------	--

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
-------------	--------------	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

TOMAHAWK WEAPONS CONTROL SYSTEM TEST AND EVALUATION SUPPORT CONTRACT

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X	
b. RESTRICTED DATA		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION:		
(1) Sensitive Compartmented Information (SCI)		X
(2) Non-SCI		X
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		X
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION		X
k. OTHER (Specify)		

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. PERFORM SERVICES ONLY		X
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
h. REQUIRE A COMSEC ACCOUNT		X
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER (Specify)		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, K74 & CD206

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

PEO(CU) SECURITY CLASSIFICATION ; PEO(CU) LTR 5513 SER PEO(CU)/142 OF 21 MAY 90. "CRUISE MISSILE CLASSIFICATION GUIDE"

SEE ATTACHED SHEETS

WILLIAM BASKEYFIELD, CODE K74, (540)653-4433
Contracting Officer's Representative

Estimated completion date: March 2009

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

for
GLORIA E. ELMORE

Contracting Officer's Security Representative

540-653-8723

d. ADDRESS (Include Zip Code)

COMMANDER, DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER, XDC94
DAHLGREN VA 22448-5100

e. SIGNATURE

Brenda J. Bennett

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input checked="" type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY |

PAST PERFORMANCE CONTRACTOR SURVEY

N00178-04-R-2002

I. CONTRACTOR IDENTIFICATION

Contractor: _____

Address: _____

Contract Number: _____ **Period of Contract:** _____

Contract Type: _____ **Contract Value:** _____

Contract was
Awarded: ☐ ☐ **Competitive** ☐ ☐ **New** ☐ ☐ **Set-aside**
 ☐ ☐ **Non-competitive** ☐ ☐ **Follow-on** **Specify type:** _____

Major Subcontractors: _____

General Description of Work Performed: _____

II. RESPONDENT IDENTIFICATION

POC: _____ **Telephone:** _____

Address: _____

Relationship to Contract: _____

Signature: _____

III. EVALUATION

1. How would you describe the overall performance of the contractor:

☐ Outstanding ☐ Very Good ☐ Acceptable ☐ Minimal ☐ Unsatisfactory

2. To what extent were the contractor's reports and documentation accurate & complete?

<input type="checkbox"/> Exceptional products	Comments: _____
<input type="checkbox"/> Exceeded minimum requirements	_____
<input type="checkbox"/> Met minimum requirements	_____
<input type="checkbox"/> Less than minimum requirements	_____

3. To what extent was the contractor able to meet cost and schedule constraints?

<input type="checkbox"/> Exceeded expectations	Comments: _____
<input type="checkbox"/> Met requirements	_____
<input type="checkbox"/> Met minimum requirements	_____
<input type="checkbox"/> Less than satisfactory	_____

4. To what extent did the contractor display initiative in meeting requirements without requiring extensive guidance from the government?

<input type="checkbox"/> Displayed considerable initiative	Comments: _____
<input type="checkbox"/> Displayed some initiative	_____
<input type="checkbox"/> Required frequent guidance	_____
<input type="checkbox"/> Required constant guidance	_____

5. How well did the contractor respond (both timeliness & quality) to technical problems, both on-site & off-site, encountered during execution of the contract?

<input type="checkbox"/> Exceeded expectations	Comments: _____
<input type="checkbox"/> Met requirements	_____
<input type="checkbox"/> Met minimum requirements	_____
<input type="checkbox"/> Less than satisfactory	_____

6. How well did the contractor respond (both timeliness & quality) to programmatic changes encountered during execution of the contract?

☐ Exceeded expectations

Comments: _____

☐ Met most requirements

☐ Met minimum requirements

☐ Less than satisfactory

7. How technically qualified were the contractor personnel to perform the tasks required?

☐ Extremely well qualified

Comments: _____

☐ Satisfactorily qualified

☐ Minimally qualified

☐ Technically deficient

8. To what extent did the contractor manage personnel retention?

☐ Exceeded expectations

Comments: _____

☐ Met most requirements

☐ Met minimum requirements

☐ Less than satisfactory

9. To what extent did the contractor provide for effective subcontractor management?

☐ Exceeded expectations

Comments: _____

☐ Met most requirements

☐ Met minimum requirements

☐ Less than satisfactory

10. Did the contractor commit adequate resources in a timely fashion to the contract to meet the requirements of the contract and to successfully solve problems?

☐ Provided abundant resources

Comments: _____

☐ Provided sufficient resources

☐ Provided minimal resources

☐ Provided insufficient resources

Additional Comments:

Source Selection Information
See FAR 3.104

QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. N00178-XX-X-XXXX

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis in October of each year. The CPARS evaluation will be based on all task orders performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes and (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.

3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations - Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an

expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt):
- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the

Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further

certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

(End of clause)

**252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (APR 2003)**

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
(AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile:

Email:

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data			
----------------	--	--	--

Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY
DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify-

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders**CLAUSES INCORPORATED BY REFERENCE**

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be ___ DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed-Fee (Term) contract resulting from this solicitation.

(End of clause)

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to TOMAHAWK, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with

FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

(End of Provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Code XDS12
Contracting Officer
Building 183, Room 104
Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to GSBCA because of the nature of the supplies or services being procured.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.arnet.gov/far>

(End of provision)

2.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(End of provision)

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section H, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
1. Solicitation, Offer and Award (SF33)	1	1
2. Oral Presentation Viewgraphs	1*	8
3. Technical/Management Proposal	1	8
4. Cost Proposal	1**	8

* Electronic media may be used in lieu of paper as detailed under ORAL PRESENTATION-TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY.

** In addition to the hard copy, include an electronic copy as addressed under COST PROPOSAL PREPARATION REQUIREMENT.

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING / CAPABILITY

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

(1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation.

Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror. As noted above, the original viewgraphs should be on paper vice transparencies, as paper works best with the equipment in the conference room designated for oral presentations.

(2) Paper copies of the Oral Presentation transparencies. A separate package shall contain the paper copies of the transparencies/slides. These paper copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.

(c) General Presentation Requirements

(1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, at the address shown in block 7 of the SF33, by facsimile to (540)653-4089 not later than 10 working days prior to the solicitation closing date.

(2) Oral Presentations will be scheduled to begin not earlier than ten (10) working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. No presentation will be scheduled on a Monday or on any day following a Federal holiday. Offerors will be notified of the date, time and location of the Oral Presentation within three (3) working days after the closing date of the solicitation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award. **NOTE: Naval Surface Warfare Center, Dahlgren Division, is closed from December 25, 2003 through January 1, 2004.**

(3) The Oral Presentation shall not exceed two and one-half (2 1/2) hours in length. Two breaks, of 15 minute duration, will be scheduled by the presenters. The breaks will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate one and one-half (1 1/2) hours break and then a question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0830 Presentation room opened
0845 Sealed transparencies opened
0900 Presentation begins
break(s)
1200 Presentation ends, break begins
1330 Question and answer period begins

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The offeror is responsible for keeping track of the remaining time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared overhead transparencies/slides only. The transparencies/ slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the contractor may "create" new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent question and answer session and will make no verbal, written, or other contact with the presenters. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.

(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

(7) The Navy will not ask questions during the Oral Presentation; however, questions will be asked during the question and answer session.

(8) The Navy will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.

(9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

(f) Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into three primary components: Management Plan, Technical Understanding and Technical Scenario.

(1) Management Plan – The offeror shall demonstrate their management capability by presenting a Management Approach which shall include the following:

(i) Management Approach. This subfactor is intended to address items such as the following:

(A) Organization: Describe the organization that is in place to cover all facets of support with clear lines of authority. Describe the program manager's authority. The roles and responsibilities of other organizational entities (besides program manager) are to be defined and should be adequate to perform tasking. The subcontractors, if any, are to be included. Describe how Quality Assurance (QA), Configuration Management (CM), and processes are integrated into the organization and are addressed for products produced. Method of meeting contract mandatory requirements.

(B) Planning of Tasks. Describe methods for planning tasks including scheduling, staffing and budgets.

(C) Control, Coordination and Reporting of Tasks: Describe the methods for control and coordination of task execution including control of subcontractors (if applicable).

(D) Financial and Administrative Control: Describe methods of budget tracking and cost control.

(E) Interface with Government: Define interface procedures with the government contracting officer's representative (COR) and other representatives.

(ii) Test Philosophy, Methodology and Programs. This subfactor is intended to address items such as the following:

(A) The offeror shall define the methodology for accomplishing Statement of Work tasking.

(B) The offeror shall describe the Quality Assurance (QA), Configuration Management (CM) and Training programs and processes applicable to the Statement of Work tasking.

(2) Technical Understanding/Capability – The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by providing its approach to the following:

(i) Technical Approach. The offeror shall demonstrate their technical approach which shall include as a minimum, the following:

(A) Understanding Statement of Work. The offeror shall describe its understanding of the work requirements and the activities necessary to accomplish the Statement of Work tasking.

(B) Engineering Processes. Describe the engineering processes proposed to be followed by the offeror.

(C) Documentation. Describe the documentation approach for the production of documentation addressed in the Statement of Work.

(D) Software Test Engineering Tools. The offeror shall address the software engineering tools proposed for supporting the Statement of Work activities.

(3) Technical Scenario / Hypothetical Scenario. The offeror shall demonstrate its understanding of the requirements for and technical capability to accomplish tasking under this contract by providing its approach to the following hypothetical scenario. It is representative of the type of project that could be assigned to the Strategic and Strike Systems Department at the Naval Surface Warfare Center, Dahlgren Division (NSWCDD). In this scenario, the Strategic and Strike Systems Department is tasked with the development of a test set for a new version of a Tomahawk weapons control system that is proposed to be a common build. This effort will include the common build of the test set software, test cases, test plan and test reporting. The contractor will be tasked with providing support to this effort in several areas of the statement of work.

Offeror Response. In the Oral Presentation, each offeror shall address its approach to the work areas listed below in support of this scenario. The offeror's response will be evaluated to assess its ability to respond quickly to complex short fuse situations, to understand Government requirements, and to develop a plan of action for a typical Statement of Work tasking. Offerors shall cover:

- (i) The offerors understanding of the issues that effect the System Testing Team and process.
- (ii) The proposed technical efforts across the SOW, their direct application to these issues, and their interrelationship.
- (iii) The major milestones, reviews and other meetings associated with these issues including the assignment of staff and delivery of products.
- (iv) The proposed management and technical efforts associated with the coordination of contractor efforts to ensure effective communications and utilization of resources across the contractor team.
- (v) The proposed management and technical efforts related to the coordination of these efforts with TOMAHAWK System Test technical and management staff to ensure efforts are comprehensively planned, effectively executed, and adequately monitored.

System Test Scenario

Background -- The Strategic and Strike Systems Department has the responsibility to perform system level testing for the TOMAHAWK Weapons Control System (TWCS), Advanced TOMAHAWK Weapons Control System (ATWCS), Tactical TOMAHAWK Weapons Control System (TTWCS) for United States Surface Ships, United States Submarines, and United Kingdom submarines. The system testing is to be performed for currently deployed TOMAHAWK baselines as well as software baselines that are being developed for deployment. In this capacity, the system test organization provides testing support for near term tasking and for the baseline upgrades of the respective TOMAHAWK systems.

Scenario definition:

The system test organization has been tasked to develop a test set for a new version of a TOMAHAWK weapons control system that is proposed to be a common build. The common build is a set of software that can be executed on multiple platform configurations with minimal modifications during system installation. The number of platforms in the system development effort is four. In the common build there are requirements that are allocated to all platforms under test while there are other requirements that are allocated to a single platform. The system software is to be developed in several increments and each increment has more system functionality than the previous increment. The number of increments in the system development effort is three. In addition to each functional level increase implemented in each increment, problems that were discovered in previous incremental testing will be resolved in each subsequent

increment. The time frame for the completion of the test plan, test case development, test execution and reporting is 1.75 years with an eight (8) week test execution for each increment and a three (3) month execution period for the final software increment that includes all system functionality. The final software increment is the last of the three identified for the development of the system. The reporting time period for the given effort is one (1) week for the first two increments and three (3) weeks for the final increment. Daily status reports for ongoing increment test activities are required. Each of the incremental test periods will be required to have a test readiness review with program managers and the program sponsor.

The test cases shall be comprised of but not limited to functional level tests to verify interface requirements in various system interface specifications and overall system requirements as defined in the system segment specification, stress test cases to determine if the developed system can operate at pre-determined communications rates, storage capacities and timing relevant actions to include execution of maximum salvo tests, and operational level test cases that employ the use of the current tactical guidance for the fleet (Operational Task, Operational Task Supplement, and the Navy Tactics, Techniques, and Procedures generated for the Firing Unit and the Tactical Command and Control nodes). The test team is responsible for generating the test plans for the identified testing, developing the test cases for the test effort, execution of the developed test cases, the data collection and analysis of the test cases, and the test report for the test effort.

The test reporting is to provide pass/fail status for the given system segment specification requirements. The test reporting process must include the methodology for determining the pass/fail status of the requirements allocated for verification by the system test team.

Over the next five (5) years the system test team will be faced with a number of major issues that will include:

1. Continued system development of the TOMAHAWK Weapons Control System. The system test team must plan, perform and report the results for baseline testing for each upgrade of the various Tomahawk weapons control systems.
2. Execution of near term and future system test events. Given weapons control system development and deployment, the system test team must provide support in the execution of tests and reporting testing status for maintenance software builds.
3. Identification, integration and effective utilization of evolving technology -- During the development and maintenance testing phases, the offeror must recognize technology advances related which would enhance the testing execution, data collection, development and requirements tracking process and provide recommendations on the ability to introduce the advances into the test process.

(End of Technical Scenario)

Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS

The offeror's written technical proposal shall consist of the following items. No other written materials submitted by the offeror will be considered or evaluated as part of the Technical / Management Proposal.

Description	Paragraph Reference
Key Personnel Staffing Matrix	1
Key Personnel Resumes	2
Subcontracting/Teaming/Consulting Agreements	3
Past Performance	4
Mandatory Requirements	5

1. Key Personnel Staffing Matrix -- The offeror shall provide a summary matrix of Key Personnel. This matrix will be evaluated against both the Resumes and the Statement of Work (SOW) for consistency. The following information shall be submitted.

- a. Proposed individual's name
- b. Labor category
- c. Percent available under resultant contract
- d. Professional Development
- e. Section(s) of the SOW proposed to support, including primary work location
- f. Section(s) of the SOW in which named individual possess experience
- g. Identification of Key Personnel on another contract (yes or no). If yes, provide the contract number(s) and the percentage of time obligated under each contract.
- h. Resume page number

2. Key Personnel Resumes -- Resumes shall be prepared in the format specified in Section H -- RESUME FORMAT AND CONTENT REQUIREMENTS. Resumes are required for 100% of all proposed Key Personnel for the labor categories identified below. The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

Key Labor Category	Manyears
Program Manager	.3
Project Lead	1
Senior Systems Engineer	4
Systems Engineer	7
Technician	4
Junior Engineer	5
Total Key Staffing	21.3

The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the certification required in Section H may be unacceptable and may not be considered. The employee and the offeror certifications shall be dated after the issue date of this solicitation.

If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

3. Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting / teaming / consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

4. Past Performance

(1) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

(2) Past Performance Reference List

(i) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value
- (C) Description of Work Performed to include approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g, C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
- (E) Note if performed as a prime or subcontractor
- (F) Name, title, address, and phone number of person to whom the questionnaire was mailed.
- (G) Name, address and phone number of the Contracting Officer and of the COR
- (H) Date the questionnaire was mailed and a list of all recipients of the questionnaire.

(ii) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.

(4) Contracts Not Listed in CPARS – Past Performance Questionnaire

(i) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.xx). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(ii) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the following address:

Contracting Officer
Naval Surface Warfare Center, Dahlgren Division
Attn: Code XDS12
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(iii) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(5) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of :

(i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;

(ii) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or

(iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

5. Mandatory Requirements

The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS

(a) General

(1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue

of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract CLIN per year and a total for the entire contract. Note that the contract will not contain options and pricing by Government fiscal year. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office. Provide the date of your current Disclosure Statement and the date it was approved. If you have an approved purchasing system, provide the date of the last review, date of approval if different, and the Government point-of-contact who did the review.

(6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

(b) Detailed Instructions by Cost Element

(1) Direct Labor

(i) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) Offerors shall base their Cost Proposals on the labor mix shown in the following chart:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Key Personnel						
Program Manager	0.3	0.3	0.3	0.3	03.	1.5
Project Lead	1	1	1	1	1	5
Senior Systems Engineer	4	4	4	4	4	20
Systems Engineer	7	7	7	7	7	35
Technician	4	4	4	4	4	20
Junior Engineer	5	5	5	5	5	25
Total Key Staffing	21.3	21.3	21.3	21.3	21.3	106.5

(iii) The above estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed-to level of effort will be specified in the award document, in accordance with the Section H clause "Level of Effort."

(iv) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. A minimum of 1,775 compensated regular hours per workyear is required.

(v) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

(vi) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description	Exempt	Non-exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, etc.)		
Subtotal -- Net Compensated Hours		
Add Uncompensated Overtime Hours		
Total Hours Per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for delivery/task orders (if applicable) shall be based on the above proposed workyear.

(vii) Offerors shall provide the following workyear information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(viii) The total contract labor provided above refers to technical labor categories only. Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of actual hours received and the reasonableness of actual costs incurred under this contract. These categories will be designated as non-key in the contract award. Fee will be administered on Key categories.

(ix) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates

for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (A) Solicitation Labor Category
- (B) Contractor Labor Category and Composite Category Rate
- (C) Current (as of the date of proposal submission) salary
- (D) Effective Date of Salary
- (E) Current Hourly Rate Based on 2080 Hours Per Year (Actual Rate Excluding UT/TTA)
- (F) Current decremented hourly rate (if UT/TTA is proposed)
- (G) Contract base period hourly rate
- (H) Escalation rate applied to current rate to achieve the contract base period hourly rate
- (I) Percent of Time Individual Will Be Utilized on Contract

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(x) Key Personnel Growth Rates - Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

(xi) Non-Key Labor Rates - Category average rates must be proposed for non-Key hours. Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xii) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.

(xiii) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xv) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders, if applicable.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

(2) Other Direct Costs

(i) Offerors shall use the following unburdened amounts (\$K) for travel and materials:

ODC Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Travel	\$50,540	\$50,540	\$50,540	\$50,540	\$50,540	\$252,700

(A) Travel dollars are assumed to reflect Dahlgren, VA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. Representative destinations include, but are not limited to: Washington, D.C.; San Diego, CA; Valley Forge, PA; Port Hueneme, CA; Moorestown, NJ; Newport, RI; Patuxent River, MD; United Kingdom; Wallops Island, VA; and Norfolk, VA. All other travel is assumed

to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(B) "Material" dollars are intended to cover items of expense directly associated with producing contract deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following contract award.

(1) Description, justification, and detailed basis for the estimate.

(2) For any costs proposed on a per unit basis, (e.g., those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient.

(3) If direct charge is proposed for any leased item, identification of item, justification of need, and lease/purchase analysis shall be provided.

(4) If direct charge is proposed for depreciation of any capital asset, identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule shall be provided.

(ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific

contract/delivery order; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g. fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

<u>Weight</u>	<u>Pool Element</u>
xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
<u>xx%</u>	Other (specify)
100%	Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

(4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area.

(5) Consultants.

If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

(7) Fixed Fee

Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. If the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Compensation Plan

Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 29 February 2004. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by 4 December 2003.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

Section M - Evaluation Factors for Award**CLAUSES INCORPORATED BY REFERENCE**

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT**Ddl-M10 GREATEST VALUE EVALUATION**

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. Proposals will be evaluated on the factors listed below, as well as other criteria identified in Section M of the solicitation. The evaluation factors listed below are in descending order of importance. Key Personnel is substantially more important than any other single evaluation factor. When combined, the weighted factors for Management Approach, Technical Understanding/Capability, Past Performance and Technical Scenario/Hypothetical Problem are approximately one-fourth more than the Key Personnel factor. Management Approach, Technical Understanding/Capability, Past Performance and Technical Scenario/Hypothetical Problem are approximately equal in importance. Cost Realism will not be scored. The evaluation factors are as follows:

- Key Personnel
- Management Approach
- Technical Understanding/Capability
- Technical Scenario/Hypothetical Scenario
- Past Performance

(b) Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An offeror not meeting each of these mandatory requirements (or having acceptable plans for meeting the requirements by contract award) will not be considered as eligible for award.

(c) Each factor and subfactor will be evaluated and rated. A risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided, will be evaluated.

(d) The evaluation factors for this award are further defined as follows:

(1) Key Personnel -- Evaluation of this factor will be based primarily on the written Technical proposal. This factor addresses the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories. In addition, the

relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Personnel/Statement of Work Allocation Matrix. Resumes are required to cover 100% of the key personnel workyears of the Base Period as detailed in Section L. All key personnel workyears are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent workyear and assigned an average rating earned by the grouped resumes.

(2) Management Plan -- The Management factor will evaluate the offeror's ability to perform the non-technical aspects of contract performance and will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed to determine the acceptability of the approach and the depth of understanding represented by that approach. The following two subfactors of essentially equal weight will be assessed:

- a. Management Approach
- b. Test Philosophy, Methodology and Programs.

(3) Technical Approach -- Evaluation of this factor will be based primarily on the Oral Presentation. The validity and thoroughness of the offeror's presentation will be evaluated as to specific evidence of its understanding and capability to successfully perform technical requirements of this contract. The following four subfactors, with the first two being of equal weight and the last two in descending order of weight, will be assessed:

- a. Understanding SOW
- b. Software Test Engineering Tools
- c. Engineering Processes to be followed
- d. Documentation

(4) Technical Scenario / Hypothetical Scenario -- This factor further supplements the offeror's ability to demonstrate an understanding of the technical requirements of this effort by addressing a specific technical scenario. Evaluation of this factor will be based primarily on the Oral Presentation. The validity and thoroughness of the offeror's presentation will be evaluated as specific evidence of its understanding and capability to successfully perform the technical requirements of this contract. The following three subfactors, with the first being substantially more important than any of the other single evaluation factors and the second evaluation factor is twice as important as the third evaluation factor, will be assessed:

- a. Overall Approach and Management
- b. Processes
- c. Software Test Tools to be Used

(5) Past Performance -- This factor considers the offeror's evaluated past performance. The following subfactor will be assessed:

- a. Quality, Quantity, Timeliness and Performance

(e) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(f) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(g) Realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

(h) The Government will evaluate past performance as a factor for award. To allow for the evaluation of the factors and /or subfactors specified in Section M of the solicitation, the Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, if required by Section L. General trends in a contractor's past performance will also be considered. Offerors without a past performance history will be evaluated in a manner that neither rewards nor penalizes the offeror.

(i) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

(j) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.